

10.2 The Board shall have the authority to recommend an award for contracts and supplies to firms where a legal bid is not required and to enter into cooperative agreements at the request of interested members.

11. Joint Purchasing Procedures. The Board of Directors shall establish a written set of procedures, which, when adopted by the Board, shall be as fully effective as if set forth at length in these By-Laws.

12. Purchase of Services. The Board, by a vote in accordance with these By-Laws, may authorize the Council to purchase administration services from one of its members on terms and conditions as agreed upon between the Board and that member.

13. Charges and Fees. The Board shall establish a schedule of fees and charges to its members for each fiscal year.

13.1 Such fees may include, but are not necessarily limited to an annual membership fee, a percentage-of-purchases charge, and a specific program charge where warranted.

14. Fiscal Year. The fiscal year of the Council shall commence on July 1.

15. Amendment. These By-Laws may be amended by a two-thirds vote of the total number of voting members of the Council at any meeting for which prior notice was given that the By-Law change was being proposed.

ALLEGHENY INTERMEDIATE UNIT
JOINT PURCHASING BOARD

Suggested Guidelines for Organization and Procedure under terms of "Joint Purchase Agreement"

I. Name and Address of "Board"

- A. The name of the "Board" shall be "Allegheny Intermediate Unit Joint Purchasing Board", designated elsewhere in these guidelines as the "Board".
- B. All mail for the "Board" will be addressed to the Allegheny Intermediate Unit Joint Purchasing Board, Suite 1300, Two Allegheny Center, Pittsburgh, Pennsylvania 15212.

II. Officers of the "Board"

- A. Officers of the "Board" shall be a Chairperson, a Vice-Chairperson, a Secretary, and such other officers as from time to time may be desired by the "Board".
- B. Election of Officers
 - 1. Officers shall be elected by and from the membership of the "Board".
 - 2. Election shall be by a majority of the membership.
- C. Officers Elected
 - 1. Initially will serve for the term of the Joint Purchase Agreement, and through June 1978, if agreement is renewed and/or extended.
 - 2. Annual elections will be held during the month of July thereafter, with terms of office being for one year.

III. Meetings

A. Quorum

- 1. General meetings--a majority of those present
- 2. Bid Openings--all of those participating in the particular bid(s)

B. Number and Notice

- 1. Minimum of three per year
- 2. If requested by a majority of the membership
- 3. By call of the chairperson
- 4. At least one week's notice to all members, unless an emergency exists

C. Conduct of Meetings

- 1. Roberts Rules of Order will apply except where these rules have been amended.

IV. Procedures

A. Initiation of Joint Purchase

1. Indicated interest by member or members of the "Board"
2. A list of items together with a description will be drawn up and submitted to all members along with a time schedule so that they:
 - a. may decide if they wish to participate in the joint purchase of any one or more of the items listed.
 - b. if interested to indicate the quantity of the individual items in which they would participate, and submit for inclusion as indicated.
3. Plans, specifications and conditions prepared for advertisement will be submitted to each Board of Directors for approval.
4. After approval of plans, specifications, and conditions for advertising:
 - a. confirmation of items and quantities of each will be made by those wishing to participate, which will constitute a certification of intention to purchase any and all such items as awarded by the bidding.

B. Award of Bids

1. At the bid opening, representatives will:
 - a. tabulate bids
 - b. if possible recommend the award of bids, immediately, or if analysis is needed, appoint a committee of at least three representatives to analyze bids, if necessary, test or have material tested, and make recommendation of the lowest responsible bidder(s) to the "Board", after which the "Board" will recommend award of bids not less than 10 days after opening bids.

C. Records

1. Minutes of all meetings will be recorded by the Secretary, and a file maintained by the Allegheny Intermediate Unit.
2. Record of all notices, certified lists, sent to and received from member organizations will be maintained at IU #3.
3. Originals or copies thereof of all bidding documents, certified advertisements, checks and bonds will be kept on file at IU #3.
4. A correspondence file will be maintained at IU #3.

D. Checks and Bonds

1. Bid bonds and checks for unsuccessful bidders will be returned immediately after awards are made.
2. Bid bond or check of successful bidder will be returned upon receipt of a performance bond or check.

E. Reports and Studies

1. Such reports and studies as a majority of the members desire will be prepared for all members.

F. Change in Rules or Procedures

1. Rules or procedures may be changed at any regular meeting of the "Board" by a vote of a majority of the members present and ratification of three-fourths of the member Board of Directors.

V. Relationship with AU Management and Planning Services

- A. Will provide leadership, clerical and duplication service, advertising and communication during the first year of operation, at least, to the extent desired by the "Board".

**OFFICIAL RESOLUTION
ALLEGHENY INTERMEDIATE UNIT**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ALLEGHENY INTERMEDIATE UNIT, ALLEGHENY COUNTY, PENNSYLVANIA. AUTHORIZING THE INTERMEDIATE UNIT TO PARTICIPATE IN THE PURCHASE OF CONTRACTS FOR GOODS, MATERIALS OR EQUIPMENT ENTERED INTO BY THE COUNTY OF ALLEGHENY. PURSUANT TO THE INTERGOVERNMENTAL COOPERATION LAW (ACT OF JULY 12, 1972, P.L. 762, NO. 180)

WHEREAS, the Act of July 12, 1972, P.L. 762, No. 180, known as the Intergovernmental Cooperation Law, has been amended by the Act of 1986.

No. 148, to provide for the participation in or purchase of contracts for goods, materials or equipment entered into by a county on the part of municipalities within the County; and,

WHEREAS, the County of Allegheny, having passed a Resolution dated February 26, 1987, implementing for the benefit of municipalities within its bodies the provisions of the above-mentioned amendment, a copy of which Resolution is attached hereto as Exhibit "A"; and,

WHEREAS, Allegheny Intermediate Unit desires to participate in and/or purchase off contracts entered into by the County of Allegheny; and,

WHEREAS, Allegheny Intermediate Unit agrees that it will be bound by such term and conditions of contract participation and/or purchasing off contracts as the County of Allegheny may prescribe, and further agrees that it will be responsible for payment directly to the vendor.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Allegheny Intermediate Unit, Allegheny County, Pennsylvania, and it is hereby resolved by and with the authority of the same:

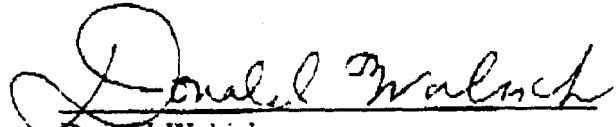
SECTION I: That the Allegheny Intermediate Unit requests that it be authorized to participate in and/or purchase off contracts entered into by the County of Allegheny, pursuant to the Act of 1986, No. 148 and the Resolution of the Board of County Commissioners of Allegheny County dated February 26, 1987, and attached hereto as Exhibit "A".

SECTION II: That any Resolution or part of Resolution conflicting with the provisions of this Resolution be and the same are hereby repealed to the extent of such conflict.

CERTIFICATION

I, Donald Wukich, Secretary of the Board of Directors of the Allegheny Intermediate Unit, do hereby certify the foregoing to be a true and correct copy of the Resolution which was adopted by the Board of Directors of the Allegheny Intermediate Unit on the 24th Day of May, 1993.

DATED: 5.25.93


Donald Wukich



OFFICE OF COMMISSIONERS
County of Allegheny
119 COURTHOUSE • PITTSBURGH, PA 15219

March 30, 1987

Dear Municipal Official:

On February 26, 1987, the Board of County Commissioners adopted a Resolution formally implementing the provisions of Act 148 of 1986. Act 148 amends the Intergovernmental Cooperation Law to permit any municipality within a County to participate in or purchase of County contracts for goods, materials or equipment entered into by the County.

Subsequent to the adoption of our resolution, the County Departments of Administration and Law in conjunction with the Purchasing Department have drafted Policies and Procedures implementing Act 148.

The following are the Policies and Procedures for Act 148 purchasing:

Policy

Act 148 of 1986 amended the Intergovernmental Cooperation Law to permit municipalities within a county to purchase from County contracts under certain conditions. It is the policy of Allegheny County to require all vendors to state whether the vendor agrees to provide the goods and services to municipalities under the same costs and conditions as the County.

Municipalities shall be informed, upon request, of specific goods and services available to them. The procedure should enable the municipalities to save money both through reduction in advertising costs and through increased purchasing power.

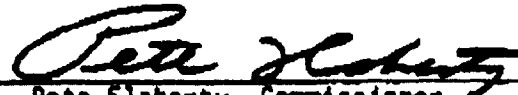
Procedure

1. Any municipality desiring to participate must file with the County Purchasing Department and the County Law Department, a certified copy of an ordinance or resolution requesting that it be authorized to participate, agreeing that it will be bound by such terms and conditions as the county may specify and agreeing that it will be responsible for payment directly to the vendor for all contracts from which it purchases.
2. The Purchasing Department shall inform the Allegheny County League of Municipalities of all awarded contracts in which municipalities may participate.

3. The municipality shall request of the Allegheny County Purchasing Department those specific items which it may desire to purchase to determine if they are currently available.
4. The County shall require all vendors to indicate whether or not they will permit municipalities to purchase from the County contract.
5. If a municipality chooses to purchase through a County contract, it will deal directly with the vendor and reference the County's specification and contract numbers in its order.
6. The municipalities shall be responsible directly to the vendor for the payment of any goods or services purchased. All contracts solicited by the County shall require prices to be F.O.B. destination.
7. These policies and procedures will commence on June 1, 1987.



Tom Foerster, Chairman



Pete Flaherty, Commissioner



Barbara Hafer, Commissioner

SPECIFICATIONS AND BID DOCUMENTS FOR
RECEIVED
APR 17 1997
CUSTOMER PREMISE EQUIPMENT
FCC MAIL ROOM
AND
MAINTENANCE SERVICES
FOR THE
LAKES COUNTRY SERVICE COOPERATIVE

Prepared By

Ed Lethert Associates, Inc.
Minneapolis, Minnesota 55427
October 28, 1996

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Location Site

| | |
|--|------------------------------------|
| United South Central Public | Chaska H.S. Dist. 112 |
| ASEC-East Grand Forks | Carver Scott Educational Coop |
| FFSEC-Fergus Falls | Cass Lake |
| Runestone Ed Dist.-Alexandria | Buffalo 877 |
| Litchfield | Waseca Public |
| Brooklyn Center 286 | Pioneerland Library System |
| Burnsville-Eagan-Savage | Annandale Public |
| Centennial 012 | Anoka-Hennepin 011 |
| Columbia Heights 013 | Bloomington 271 |
| New Prague H.S. Dist 721 | Maple River Public |
| Montgomery-Lonsdale H.S. | Viking Library System-Fergus Falls |
| Weston 277 | Buffalo 877 |
| White Bear Lake 624 | Litchfield |
| Littlefork-Big Falls | Metropolitan Library (MESLA) |
| Riverbend Alternative School | Minneapolis Public School |
| Crosby-Monton Public | Laporte |
| Minnesota New Country School | Bagley |
| Aitkin Public | Bemidji |
| Brainerd Public | Clearbrook-Gonvick |
| MNet Hub (Mankato) | Crookston |
| Central Minnesota Service Coop-St. Cloud | Fosston |
| Willmar High School | Goodridge |
| Emily Charter | Pine Point |
| Pequot Lakes Public | Red Lake |
| Lakeville 194 | Agissiz Valley Ed Tech Hub |
| North Country Voc. Coop Ctr.-Bemidji | Lac qui Parle Valley |
| Central Minnesota Computin | Lakeview |
| Mankato Public | Mounds View Public |
| Hopkins 270 | North St. Paul-Maplewood |
| Minnetonka 276 | Danube |
| Shakopee District Office # 72 | Minnesota Valley Coop |
| Walker-Hackensack-Akeley | Chisago Lakes Public |
| St. Cloud School District | Orono |
| Minnesota Valley Regional | Osseo |
| Blue Earth Area | Blackduck |
| Fairmont Public | Sacred Heart |
| St. Paul Public Schools 625 | Appleton |
| Prior Lake Senior H.S. Dist 7 | Richfield |
| LeCenter Public | Robbinsdale Area School |
| LeSueur-Henderson | Freshwater Educational District |
| Waconia H.S. Dist 110 | Rosemount-Apple Valley Eagan |
| Eden Valley-Watkins Public | Roseville 623 |
| Janesville-Waldorf-Pemberton | South St. Paul 006 |
| St. James Public | Pine River-Backus Public |
| South Central Service Coop | Wadena-Deer Creek |

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SECTION ONE

NOTICE TO BIDDERS

NOTICE is hereby given that sealed bids shall be received by Lakes Country Service Cooperative for the Supply, Delivery and Maintenance of Customer Premise Equipment to facilitate the transmission of video, audio and data signals via ISDN Primary Rate digital transport facilities.

REQUEST FOR BIDS

This document is a Request for Sealed Bids for the Supply, Delivery and Maintenance of Customer Premise Equipment. Equipment shall include, but not be limited to, video codecs, bandwidth managers/inverse multiplexers, related equipment and accessories.

Installation services are not required as part of this project.

INVITATION TO BID

The Lakes Country Service Cooperative, hereafter also known as "LCSC", invites companies which are capable of satisfying all requirements contained herein to submit bids to LCSC for the equipment and services necessary and appropriate to satisfy the requirements set forth herein.

This bid process is being conducted on behalf of several regions in the state of Minnesota. Regions included are the Northwest, North Central, West Central, Southwest, Central, South Central, Carver-Scott and Metro. This bid process shall establish pricing for all regions named herein. Purchases shall be made by each region's fiscal agent on behalf of that region's membership.

BID SUBMITTAL

Bids must be submitted exactly as set forth herein. Elaborate and expensive bid copy is not required, nor desired. Organized, legible and clearly stated information is required.

BID BOND

A Bid Bond, Certified Check, or Cashier's Check on a solvent bank is required, in the amount set forth in this specification.

BID EVALUATION

Bids will be reviewed and evaluated by the Lakes Country Service Cooperative and the regional coordinators, and approved by the appropriate regional governing boards. This evaluation process shall determine which response(s) best meets the needs and requirements set forth for this project.

AWARD OF CONTRACT

An award of contract will be made on the basis of the lowest qualified, and best bid, provided such action is in the best interest of the project members. The products categories listed herein shall be evaluated individually and the costs considered accordingly.

WAIVING OF INFORMALITIES

LCSC reserves the right to waive any informalities in the bidding process, if it is in their best interest to do so.

REJECTION OF BIDS

LCSC reserves the right to reject any or all bids received if such action is considered to be in the best interest of the project members and/or LCSC.

OBLIGATION TO BIDDERS

This Request For Bids does not obligate LCSC or any of the project members to pay any cost incurred by companies or individuals related to preparation or submission of bids in response to this request.

RECEIPT OF BIDS

Sealed bids shall be delivered to the Manager of Administrative Services, Lakes Country Service Cooperative, and shall be addressed as follows:

Lakes Country Service Cooperative
Manager of Administrative Services
1001 East Mount Faith Avenue
Fergus Falls, Minnesota 56537
Attn: Clydene Stangvik

LCSC intends to receive sealed bids at the specified location until 10:00 AM Local Time, Thursday, November 21, 1996.

Bids will be privately opened at that time. Evaluation shall occur shortly thereafter. Bidders shall be notified of the outcome as soon as possible but not necessarily before December 5, 1996.

PROJECT INFORMATION

For information concerning this project contact:

Ms. Clydene Stangvik
Manager of Administrative Services
Lakes Country Service Cooperative
1001 East Mount Faith Avenue
Fergus Falls, Minnesota 56537
(218) 739.3273 218.739.2459 Fax

End of Section

SECTION TWO

INSTRUCTIONS TO BIDDERS

1 INTENT

- 1.1 These specifications with their associated documents describe equipment and related work as indicated in these documents for the acquisition and implementation of same for the project and project members named herein.
- 1.2 The Lakes Country Service Cooperative is conducting this bid process for its own regions and for other regions in Minnesota as defined in Paragraph 2.1.
- 1.3 Work to be performed consists of the furnishing of all materials, machinery, equipment, labor, supplies, tools, transportation and other incidentals necessary or convenient to complete the work as shown in the individual sections of these specifications which are on file in the office of the Manager of Administrative Services.
- 1.4 These specifications describe requirements for customer premise equipment options which will be provided for the complete and exclusive use of the project and project members named herein.
- 1.5 It is the specific intent of the Owner to contract with a single vendor that will assume the complete and overall responsibility for the timely and satisfactory completion of this project.

2 DEFINITIONS

- 2.1 Owner – Shall mean the region and region members named herein, and their associated member boards, acting through their fiscal agent and project coordinator or other authorized representative as follows:
 - a) The Northwest Region (LINKS) represented by its fiscal agent.
 - b) The North Central Region represented by its fiscal agent.
 - c) The West Central Region (LCTN) represented by its fiscal agent.
 - d) The West Central Region (MRVED) represented by its fiscal agent.
 - e) The Southwest Region represented by its fiscal agent.
 - f) The Central Region represented by its fiscal agent.
 - g) The South Central Region (SOCRATES) represented by its fiscal agent.
 - h) The Carver-Scott Region represented by its fiscal agent.

- i) The Metropolitan Region (Project Interconnect) represented by its fiscal agent.
- 2.2 Bidder – Shall mean the corporation or joint venture group submitting a proposal for the provision of the equipment and the services described by these specifications.
- 2.3 Contractor – Shall mean the corporation or joint venture group entering into a contract or agreement with the project and project members named herein and their associated member school boards to provide the equipment and services described in and by these specifications, or its authorized representative.
- 2.4 Sub-Contractor – Shall mean any corporation, partnership, or individual having a direct contract with the Contractor to provide services for this project, but shall not mean any corporation, partnership, or individual who merely furnishes materials to the Contractor.
- 2.5 Manager of Administrative Services – Shall mean the designated and authorized representative of LCSC, acting on its behalf.
- 2.6 Regional Project Coordinator – Shall mean the designated and authorized representative of each region acting on behalf of the region's members and in concert with the region's fiscal agent.
- 2.7 Consultant – Shall mean the technical consultant acting on behalf of the Owner.
- 2.8 Surety – Shall mean the entity which is bound with and for the Contractor for the performance of the work specified hereinafter.
- 2.9 Provide – Shall in all cases mean to furnish, install, connect, test, and warranty unless specifically stated otherwise.
- 2.10 Work – All labor necessary to produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in the project by the Contractor and its Sub-Contractors.
- 2.11 Written Notice – Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm, or to an officer of the corporation for whom it is intended, or if delivered or sent by registered mail, to the last business address known to the one who gives notice.
- 2.12 When the specifications state the words "as directed", "as required", "as permitted", or when words of like meaning are used, it shall be understood that the direction, requirements, or permission of the Regional Project Coordinator or Consultant is intended. Similarly, the words, "approved", "acceptable", "satisfactory" shall refer to approval by the Regional Project Coordinator or Consultant.

3 SUBMISSION OF BIDS

- 3.1 Elaborate and expensive bid copy is not required or desired. Organized, legible, and clearly stated responses and information is required.

- 3.2 Company brochures may be included on an optional basis, but will not be considered as a substitute for the information requested herein. which must be all inclusive and self-contained in the bid submittal.
- 3.3 Bidders shall follow the format described in this Section when submitting bids for this project. Bids shall be submitted on the forms, or identical copies, provided in at the rear of this specification.
- 3.4 The Bidder shall respond to all of the alternates as provided for on the bid form.
- 3.5 Each Bidder is required to furnish with their bid all facts and information necessary or pertinent to the evaluation and selection of the bid which is the best bid of a responsible Bidder and in the best interest of the Owner, with respect to the criteria defined in these specifications.
- 3.6 The Bidder shall include in their bid all special conditions and terms which may apply to their bid. Any and all exceptions taken by the Bidder to the requirements of the specification must be clearly identified, and fully documented and explained.

4 BID FORMAT AND ORGANIZATION

- 4.1 Bids submitted are for the provision of the equipment and the performance of the work specifically set forth and detailed in this document.
- 4.2 Bid responses shall be organized and formatted in numbered sections as follows:
 - a) The properly completed and executed Bid Form as provided herein.
 - b) The properly executed Bid Bond or Bid Deposit as provided for in herein.
 - c) The List of Proposed Subcontractors (if any).
 - d) Technical data for all major system components proposed to be furnished and installed as part of the system.
- 4.3 Do not include the complete bid document in the submittal package.
- 4.4 Bidders shall submit twelve (12) complete and identical copies of all required material. *Failure to submit a minimum of twelve (12) copies shall be considered grounds for rejection of the bid submittal.*
- 4.5 The *original* bid response document shall be submitted in a separate sealed envelope and shall include the original signed bid form, and the original bid bond or bid deposit. This envelope shall be clearly marked "*Original*". The remaining eleven copies shall be submitted in a container marked "*Copies*".
- 4.6 The submittals shall be assembled and bound by a suitable and convenient means which will insure that the material remains physically intact and in the correct order. *Submittals shall not be bound with paper clips or temporary methods. Please do not use loose leaf binders.*

- 4.7 In case of an error in the extension of the unit price, the lower amount, whether the product of units times unit cost or extended total, shall govern.
- 4.8 Prices submitted shall include the supply of materials, labor, supervision, overhead and profit, warranties, bonds, permits, fees, etc., and shall represent the entire cost to the Owner.
- 4.9 All prices shall be typewritten or written in ink. All signatures shall be written in ink.

5 BID BOND

- 5.1 A Bidder's Bond, or certified or cashier's check on a solvent bank, made payable to the Owner's fiscal agent, in the amount set forth in this specification must accompany the bid response.
- 5.2 This Bond or bonded check shall be made payable to Lakes Country Service Cooperative.
- 5.3 Certified and bonded checks will be returned to all unsuccessful Bidders within fifteen days of receipt of bids.
- 5.4 The bid bond or bonded check of the successful Bidder will be returned to the successful Bidder only after a contract has been properly secured and executed between the successful Bidder and the Owner.
- 5.5 Bid Bonds with stated time limits are not acceptable and bid responses accompanied by such bonds will be considered as a nonconforming bid.
- 5.6 Bid Bonds shall be issued by a corporation authorized to contract as a Surety in the state where the project resides and shall be approved by the Manager of Administrative Services.
- 5.7 The amount of the Bid Bond shall be equal to five (5) percent of the base purchase price.
- 5.8 In the case where the successful bidder refuses to enter into a contract for the performance of the work and furnish satisfactory Performance Bonds (where required) and insurance, the bid deposit will be retained by the Owner, or the amount of the Bidder's Bond (whether Bond or check) shall be immediately payable to the Owner upon demand, as liquidated damages and not as a penalty.
- 5.9 By submitting a bid, the Bidder agrees that said liquidated damages shall cover the damages sustained by the Owner from additional administrative costs, expenses of re-bidding and re-advertising, and such other damages sustained by the Owner as a result of failure of the successful Bidder to execute a written contract, and/or provide a Performance Bond and/or to furnish the required insurance. The amount of these damages shall be limited to the value of the bid deposit or bid bond.

6 BID LOCATION, DATE AND TIME

- 6.1 Each bid, together with a Bid Bond or check, shall be delivered in a sealed envelope so marked as to clearly indicate the name and address of the Bidder and must be labeled as follows:

**BID FOR TAG CUSTOMER PREMISE EQUIPMENT
AND MAINTENANCE SERVICES**

"BID DUE DATE"

"BIDDER'S NAME" (COMPANY)

- 6.2 Bid submittals shall be addressed and delivered as follows:

LAKES COUNTRY SERVICE COOPERATIVE
OFFICE OF ADMINISTRATIVE SERVICES
1001 East Mount Faith Avenue
Fergus Falls, MN 56537
Attn: Clydene Stangvik

- 6.3 Bid responses must be received at the designated location no later than:

10:00 AM LOCAL TIME, THURSDAY, NOVEMBER 21, 1996

- 6.4 Bids will be privately opened at that time. Evaluation shall occur shortly thereafter. Bidders shall be notified of the outcome as soon as possible but not necessarily before December 5, 1996.
- 6.5 The location, date, and time set forth in the preceding paragraphs is the official and correct date and time of the bid opening and supersedes any and all other dates and/or times which may be indicated herein or elsewhere. This date and/or time will be changed or modified only by written addendum.
- 6.6 Bid submittals shall be in the location specified on or before the specified date and time, regardless of the method of delivery.
- 6.7 Bids submittals which are hand delivered at the bid opening session shall be in the hand of the person conducting the bid opening on or before the specified date and time.
- 6.8 There will be a public bid opening at this same time and at the stated location for receiving of bids. Bids will be opened, read aloud, and tabulated. Bids will not be available for inspection at this time.
- 6.9 Bids will be available for review by appointment only after a contract is signed, or after all bids are rejected.

7 TARDY SUBMITTALS

- 7.1 It shall be the responsibility of the Bidder to allow ample time for transmittal of bids. Bidders are responsible for obtaining correct information relative to the probable time of arrival of the bid proposal, and the distribution of mail at the place where bids are to be opened, so as to insure that such communications arrive in a timely manner.
- 7.2 Bids arriving after the date and time specified herein will not be accepted or considered.

8 WITHDRAWAL OF BIDS

- 8.1 A Bidder may withdraw his bid at any time prior to the expiration of the period during which bids may be submitted. This shall be accomplished only by written request, signed in the same manner and by the same person or persons who signed the bid.

9 SIGNING OF BIDS

- 9.1 The bids shall be signed in ink and all information requested on the Bid Form shall be furnished by the Bidder.
- 9.2 Unless a division or subsidiary of a parent corporation is a separate corporate entity with independent corporate powers of contracting, a bid shall be made in the name of its parent corporation; and if the contract is awarded, the parent corporation shall be the party contractually responsible to the Owner.
- a) Where the bid is submitted by a division or subsidiary or any lesser entity than a corporation, it shall be accompanied by a current certified copy of the action by the parent corporation authorizing such division or subsidiary to submit a bid and contract in behalf of such parent corporation. When the subsidiary or division has no separate corporate contracting power, the name of the parent corporation shall be shown on the bid, the contract, and any required bond.
- 9.3 If a bid is signed for a joint venture group, signature and contractor's name and address requirements pertaining to the above-mentioned enterprises shall pertain, as applicable to each entity, firm or business represented.
- 9.4 An officer of a corporation, a member of a partnership, or the person or persons signing for a joint venture or any other contract shall place his signature and title after the word "by" under the name of the Contractor.

10 DURATION OF BID PRICES

- 10.1 Purchases of equipment and services shall be staged progressively from November 1996 through June 1997.
- 10.2 Actual purchases during the designated period shall be made by the several fiscal agents representing the TAG project's members, or by the LCSC on behalf of all parties.

- 10.3 The costs submitted by the Bidder shall remain valid and in effect for this project through June 30, 1997.

11 INTERPRETATION OF DOCUMENTS AND DRAWINGS

- 11.1 If any person contemplating the submission of a bid for the proposed Contract is in doubt as to the true meaning of any part of the specifications or other contract documents, he or she may submit to the Manager of Administrative Services – Shall mean the designated and authorized representative of LCSC, acting on its behalf.
- 11.2 a written request for an interpretation thereof at least ten (10) working days prior to the date set for the opening of bids.
- 11.3 The person submitting the request will be responsible for its prompt delivery.
- 11.4 Any interpretation, explanation, expansion, or modification of the specification will be made only by an addendum duly executed and issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents five (5) working days prior to the time set for the bid opening.
- 11.5 The Owner and/or the Consultant will not be responsible for any other explanation or interpretation of the proposed documents.
- 11.6 No oral, telephonic or telegraphic proposals or modifications of proposals will be considered. Neither the Owner nor the Consultant will be responsible for any oral instructions or interpretations given.
- 11.7 Should any Bidder find discrepancies in any bidding or contract documents or should he be in doubt as to their meaning, he shall promptly notify the Consultant who will at his discretion send written corrections, instructions or interpretations in the form of Addenda to all Bidders.
- 11.8 Each Bidder must acknowledge receipt of each Addendum as part of their proposal. The Owner will not be responsible for any other explanations or interpretations of the plans and specifications, other contract documents or firms contained therein.
- 11.9 It shall be the Bidder's responsibility to make inquiry as to Addenda issued and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.
- 11.10 A copy of all specifications and addenda will be available in the office of the Manager of Administrative Services, five days prior to the day of the bid opening excluding weekends and legal holidays.

12 PROJECT FAMILIARITY

- 12.1 No allowance will be made for failure of a Bidder to estimate correctly the costs and the difficulties attending performance.

- X
- 12.2 The Bidder is expected to base his or her bid on materials and equipment complying fully with the specifications.
 - 12.3 These specifications are considered minimum and are derived from the knowledge and experience of the TAG regional coordinators and their advisors at the time of preparation. The stated specifications in no way alter the Bidder's responsibility to provide complete and satisfactory equipment and services for all systems bid, nor his assurance for interfaces to all other systems supplied by other Bidders.
 - 12.4 Successful Bidders will be required to coordinate and integrate the delivery of their respective equipment with Minnesota Equal Access Network Services and other appropriate parties associated with this project.

13 DISQUALIFICATION OF BIDDERS

- 13.1 Any of the following reasons can, at the discretion of the Owner, be considered sufficient cause for disqualification of any Bidder and the rejection of his or her bid or bids.
 - a) More than one bid for the same work from the same corporation or partnership submitted under the same or different name.
 - b) Evidence of collusion among Bidders.
 - c) Questionable or unacceptable financial condition of the Bidder.
 - d) The non-acceptability of equipment proposed for this system.
 - e) The lack of qualification or inexperience or previously established record of poor performance by the Bidder, a Subcontractor, or the equipment manufacturer.
 - f) The inability of the Bidder to provide maintenance services within a reasonable time and/or at reasonable expense for the full term of the contract.

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14 AWARD OF CONTRACT

- 14.1 The Contract will be awarded to the Bidder who best satisfies the requirements listed herein, provided that the bid is in the best interest of the Owner.
- 14.2 The Owner shall be the sole judge of the Bidder's qualifications and capabilities, and as to whether acceptance of the Bid is in the best interest of the Owner.
- 14.3 Bids shall be evaluated on the basis of Bidder's compliance with the specifications, the bid amount, equipment proposed, availability of service from Bidder, Bidder's service record on similar projects, and the Bidder's demonstrated understanding of the Owner's requirements as judged by the contents of the Bidder's proposal.

- 14.4 The Owner reserves the right to waive minor defects, technicalities, or informalities, as it may deem best for its interests.
- 14.5 The Owner shall evaluate the price of the bid and the options as a total package; however, the Owner reserves the right to add and/or delete any or all options as part of the evaluation process and from the contract actually executed.
- 14.6 The Owner shall determine the lowest cost bid from those similar proposals submitted by responsive Bidders which meets all of its requirements.
- 14.7 The method of acquisition of the systems, equipment and services shall be a direct purchase of same.
- 14.8 The low and compliant bid which is most responsive to the Owner's choice of alternates and options will be determined to be the successful bid.
- 14.9 The Owner reserves the right to give preference to bids submitted by Minnesota based contractors, especially those who have service and support personnel based in Minnesota.

15 REJECTION OF BID OR BIDDERS

- 15.1 The Owner reserves the right to reject any or all bids, or any part of any bid, or to advertise for new bids on the same project, which may include portions of the project originally bid if such action is considered to be in the best interest of the Owner and the project.
- 15.2 This Request For Bids does not obligate the Owner to pay any costs incurred by companies related to preparation or submission of bids in response to this request.
- 15.3 A bid may be rejected if it contains any alteration or erasure, unless such alteration or erasure is corrected by crossing out the error or erasure and the correction thereof is printed in ink or typewritten adjacent thereto, and initialed in ink by the person signing the bid.
- 15.4 A Bid may be disqualified and the Bid Security forfeited to the Owner before or after contract award if any unauthorized or unapproved modification of the Contract Documents shall be made by the Bidder.

16 ADDITIONAL INFORMATION

- 16.1 The Bidder may be required, at the Owner's option, and before award of the contract, to provide the following information:
 - a) The recent financial statement of an independent auditor clearly showing the financial condition, assets, obligations, and resources. This information verifies that the Bidder will be able to successfully complete the work without becoming financially impaired, and will have the ability to extend the required maintenance services for the entire term of the contract.

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- 16.2 This contract is contingent upon Bidder compliance with provisions contained herein. All of the capabilities stated by the Bidder in response to the Request for Bid must be demonstrated prior to the award and/or execution of a contract.
- 16.3 Consideration will be given only to those companies which respond to all requirements as set forth herein.

17 EVALUATION OF BIDS

- 17.1 Bid responses for this project which are ruled compliant with all requirements of these specifications will be evaluated based on the following criteria:
- a) Prices submitted by the Bidder.
 - b) The Owner reserves the right to determine the low bid based on the its selection of the requested and unsolicited alternates which best meet the present and future needs of the Owner for this project.
 - c) A completely and correctly executed bid form including all appropriate information and signature(s).
 - d) Completeness of the bid response.
 - e) A properly executed bid bond or bid deposit.
 - f) A properly executed and complete Proposed Subcontractor form (where applicable) and the subsequent acceptability of all proposed subcontractors to the Manager of Administrative Services, the Regional Project Coordinators and the Consultant.
 - g) Inclusion of appropriate technical literature and data for equipment proposed for the project.
 - h) The Bidder's performance history and technical ability to perform on the project.
 - i) The Bidder's financial condition.
- 17.2 Evaluation shall be based on each system and component type as identified on the bid form with the following conditions being applicable.
- a) All video roll-about systems shall be acquired from the same vendor.
 - b) All bandwidth manager-inverse multiplexers shall be acquired from the same vendor.
 - c) All bandwidth serial code-operated-switches shall be acquired from the same vendor.
 - d) All dial-up modems shall be acquired from the same vendor.